

### REMARKS

Claims 1, 36-38, 40, 41, 43, and 45-71 are amended. Claims 1-3, 5, 6, 8, 10-38, 40, 41, 43, and 45-82 are now pending in the application. The amendments to the claims as indicated herein do not add any new matter to this application. Each issue raised in the Office Action mailed December 23, 2008 is addressed hereinafter.

### INTERVIEW

The Examiner is thanked for the telephone interview. During that interview, Applicant's representatives explained: the meaning of the claims, the benefit of the invention, and how the invention differs from the cited art. It is believed that through the explanation, the meaning, benefits, and differences were understood and acknowledged. However, the Examiner indicated that it would be helpful for the claims to be amended to make the claims as clear as the explanation. The amendments made herein are an attempt to do just that. If the Examiner is aware of a way to better emphasize the distinctions, the Examiner is invited to contact the undersigned so that expedited resolution of this examination may be achieved (the application was filed nearly eight years ago).

To summarize the differences, the Applicant is not attempting to claim a service that merely provides online file storage. Further, Applicant is not attempting to claim an Application Service Provider (e.g. providing an over-the-internet docketing system). Rather, the claims are directed to a system that (1) allows subscribers to control their own database applications, but still (2) offload the burden of managing the database system that those database applications use.

I. ISSUES NOT RELATING TO PRIOR ART

A. CLAIMS 1-3, 5-6, 8, 10-35 AND 71-81

Claims 1-3, 5-6, 8, 10-35 and 71-81 are rejected under 35 U.S.C. § 101 because the claimed invention is allegedly directed to non-statutory subject matter.

In rejecting Claims 1 and 71, the Office Action (pages 3 and 4) states that various portions of Claims 1 and 71 are “not tied to a particular apparatus or machine”. In response, Claims 1 and 71 have been amended to expressly tie the claimed methods to particular machines.

It is unclear but possible the Examiner meant to include independent Claim 36 in this rejection. For example, the Office Action (page 4, top) also rejects Claim 39 for being “not tied to a particular apparatus or machine”. When Claim 39 was pending, it was dependent from Claim 36. However, Claim 39 is presently canceled. Clarification is respectfully requested.

In supporting the rejection of Claim 1, the Office Action (page 4) states that Claim 1 recites “using a geographic database”, as well as “searching said geographic database”. Claim 1 does not recite a geographic database in any context. Applicant believes these paragraphs were included in the Office Action only by accident, so that further response is unnecessary. Clarification is respectfully requested.

For at least the above reasons, the rejection of Claims 1 and 71 under 35 U.S.C. §101 is unworkable and should be withdrawn. Similarly, the rejection of all claims dependent therefrom are also unworkable and should be withdrawn.

II. ISSUES RELATING TO PRIOR ART

A. CLAIMS 1-3, 5, 6, 8, 10-15, 17-22, 25, 27, 31-33, 36-38, 40, 41, 43, 45-50, 52-57, 60, 62, 66-68, 71-73, 76-78 AND 80-82

Claims 1-3, 5, 6, 8, 10-15, 17-22, 25, 27, 31-33, 36-38, 40, 41, 43, 45-50, 52-57, 60, 62, 66-68, 71-73, 76-78 and 80-82 are rejected under 35 U.S.C. § 103(a) as allegedly unpatentable

over Nolan et al (US Patent 6,640,278), in view of Donovan et al (US Patent 6,012,032), in view of Ng et al (US Patent 6,374,256). The rejection is respectfully traversed.

Claim 1 recites:

“a first party managing one or more database systems; receiving from a plurality of second parties, information for subscribing to database services supported by the one or more database systems managed by the first party, wherein the database services include services for storing and managing data provided by the second parties”

as well as

“providing, to database applications owned and controlled by the second parties, access to the database services to which the second parties are subscribed”.

Thus, the first party **manages** the one or more database systems, while the second parties are the **subscribers** of the database services located on the database system. The reason the second parties subscribe to database services, rather than own or manage database servers, is because its less expensive to do so. Maintaining an in-house computer system to host a database system is an expensive undertaking (page 6, lines 18-20).

In rejecting Claim 1, the Office Action (page 6) relies on Nolan’s storage servers 1300, 1301, and 1302 (FIG. 3) to suggest the claimed “first parties”, and relies on Nolan’s storage devices 1330 through 1339 to suggest the claimed “database systems”. The Office Action (page 7) further relies on Nolan’s client servers 1310-1318 to suggest the claimed “second parties”, and relies on Nolan’s routines for administering users (col. 23, lines 20-42 and FIG 18) to suggest the claimed “database services”. Applicant respectfully disagrees.

Nolan’s storage servers 1300, 1301, and 1302 (FIG. 3) are never described as managing one or more database systems. Indeed, Nolan does not discuss database systems whatsoever, and only mentions databases in a very peripheral context (col. 17, line 33) that is unrelated to the storage servers 1300-1302. Also, there is no subscription relationship between the storage servers 1300-1302 and the client servers 1310-1318. The storage servers 1300-1302 are

described as being “coupled to” the client servers 1310-1318 (column 6, lines 57-59), but being coupled to is in no way synonymous or even similar with a subscription relationship. Further, at least for the various deficiencies mentioned above, it is impossible for Nolan to suggest any type of subscription relationship that includes either database servers or database services.

Accordingly, it is impossible for Nolan to suggest:

“first party managing one or more database systems; receiving from a plurality of second parties, information for subscribing to database services supported by the one or more database systems”.

It is also important to note the distinction between “manage” and “subscribe” as those terms are used within Claim 1. The first party **manages** the database systems, likely because this is a responsibility that the second parties prefer to not undertake. Meanwhile, the second parties **subscribe** to database services supported by the one or more database systems, but the second parties likely do not have contact with or access to the database servers themselves. Thus, a significant separation exists between the first parties and the second parties, and they are entirely separate entities. Meanwhile, Nolan’s storage servers 1300-1302 and the client servers 1310-1318 appear within the same server arrangement (FIG. 3), and are essentially part of the same entity.

To assist in clarifying this distinction, Claims 1, 36, and 71 have been amended to recite:

“whereby the second parties use the database applications under their ownership and control, while the database applications send the database commands to the database systems managed by the first party, **thereby obviating the need for the second parties to manage the database systems used by their database applications**”.

This new language hopefully reinforces the issues discussed earlier, in that the claimed second parties do not want to manage database systems, but instead only want to “**use . . .** database applications . . . under their ownership and control”. In doing so, the claimed second parties can concentrate on what they are good at, reduce the costs of their in-house IS departments (page 7, lines 4-5), and not have to concentrate on managing database systems.

As stated, Nolan does not discuss database systems whatsoever, and only mentions databases in a very peripheral context (col. 17, line 33) that is unrelated to the storage servers 1300-1302. Thus, Nolan fails to suggest the claimed first and second parties, and also fails to suggest the claimed “whereby the second parties use the database applications under their ownership and control, while the database applications send the database commands to the database systems managed by the first party, thereby obviating the need for the second parties to manage the database systems used by their database applications”.

For at least the above reasons, the rejection of Claims 1, 35, and 71 under 35 U.S.C. § 103 is unsupported and should be withdrawn. Similarly, the rejection of all claims dependent therefrom are also unsupported and should be withdrawn.

All remaining Claims were rejected under 35 U.S.C. § 103 as allegedly obvious over a variety of references using Nolan as a base reference. However, all of these Claims either explicitly recite or depend from other Claims which recite elements or steps which as shown above are neither disclosed nor suggested by any combination of prior art, either by Nolan or by any other reference. The secondary references do not cure this deficiency of Nolan, and therefore any combination of references cannot provide the complete combination of features recited in the remaining claims.

## CONCLUSIONS & MISCELLANEOUS

For the reasons set forth above, all of the pending claims are now in condition for allowance. The Examiner is respectfully requested to contact the undersigned by telephone or e-mail relating to any issue that would advance examination of the present application. As per MPEP Chapter 5, Applicant acknowledges that Internet communications may not be secure.

A petition for extension of time, to the extent necessary to make this reply timely filed, is hereby made. If applicable, a check for the petition for extension of time fee and other applicable

fees is enclosed herewith. If any applicable fee is missing or insufficient, throughout the pendency of this application, the Commissioner is hereby authorized to charge any applicable fees and to credit any overpayments to our Deposit Account No. 50-1302.

Respectfully submitted,  
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